

Request for Quotes

RFQ NO.: DCHE 2010-07

PROFESSIONAL SERVICES-STIMULUS SIGNAGE

for

DC Housing Enterprises 1133 North Capitol Street, N.E., Suite 147 Washington D.C., 20002

Dear Prospective Respondent:

This letter is a formal request to propose services to the DC Housing Enterprises ("DCHE"), a wholly-owned subsidiary of the District of Columbia Housing Authority ("DCHA"), as needed under the small purchase procurement procedures, as amended from time to time, of this agency.

OVERVIEW

DCHE is seeking a qualified firm to provide construction signage to be posted at a total of twenty-eight construction sites throughout Washington D.C., where the construction activity has been funded by the Capitol Fund Recovery Competition.

SCOPE OF WORK

The respondent shall provide professional services to DCHE to help achieve goals through the provision of targeted technical assistance in the areas identified below:

- Duplicate signage based on the template provided in Attachment A;
- 2) Produce twenty-seven (27) signs with the dimensions 48x36 using the description titles provided in **Attachment B**,
- Create one banner with dimension 48x96, using the description provided in **Attachment B**,
- Provide 4x4 posting mechanisms for each sign to ensure signage security;
- Use the high resolution file provided (upon award) of each sign and/or banner for production;
- 6) Provide installation for banner on façade of building
- 7) Provide installation and removal of all signage

CONDITIONS FOR PERFORMANCE AND PAYMENT

- Contractor shall proceed with work within 3 days after receiving Notice to Proceed from DCHE;
- Contractor shall continue to work on the project site until the scope of work is completed;
- Contractor shall provide and pay for all labor, materials, tools, equipment, machinery and transportation as required for the proper execution and completion of the installation of signage and banner requested;
- Contractor shall coordinate with project managers to determine installation and removal schedule for each sign and/or banner;
- Contractor shall individually invoice signage based on project name to be charged to individual project accounts;
- 6) Contractor shall ensure adequate protection measures are provided to ensure the health and safety of workers and the general public;
- 7) Contractor shall coordinate with DCHE staff of obtain file for
- 8) Contractor shall meet or exceed the following schedule:

Installation Project Duration: Thirty (30) calendar days Anticipated Installation Start Date: **March, March 18, 2010** Anticipated Installation Completion Date: **Friday, April 9, 2010**

Signage Removal Duration: Thirty (30) calendar days Anticipated Removal Start Date: Monday, January 31, 2011 Anticipated Removal Completion Date: Friday, March 11, 2011

DCHE strongly encourages the use of Minority and Women-Owned Business Enterprises (M/WBE) and Certified Business Enterprises (CBE) by all contractors doing business with DCHA and DCHE.

This procurement is being funded by the U.S. Department of Housing and Urban Development with funds made available by the American Recovery and Reinvestment Act (ARRA) of 2009, P.L. 111-5 (Recovery Act). The contractor will be subject to the additional requirements included in **Attachment C**.

TERM OF CONTRACT

The term of the contract will be from the date of execution of a finalized contract document through April 1, 2012. The contract amount shall not exceed \$20,000.00 in accordance with the Authority's small purchase requirements.

EVALUATION

The proposed respondent shall submit a completed proposal in accordance with the proposal format as outlined below:

PROPOSAL FORMAT

All proposals submitted for consideration will be reviewed by DCHE, and the Respondents receiving the highest rating, based on the criteria below, will be selected as being the most capable of providing the services in a manner that is most advantageous to DCHE, cost and other factors considered. Please note the proposal format shall not exceed a maximum of five (5) pages. DCHE may reject any or all proposals that are determined not to be in DCHE's best interest. In addition, DCHE reserves the right to waive any informalities, or minor irregularities, if it serves DCHE's best interests in doing so.

The proposal shall be divided into sections marked as follows:

- 1. Firm Experience
- Cost Fee Estimate
- Supporting Documents

At a minimum, these sections should contain the following:

- Firm Experience list and provide samples of up to three relevant assignments, which best demonstrate your firm's competence to perform work similar to that likely to be required by this letter solicitation. The more recent such projects, the better. Consideration will be given to projects, which illustrate the respondent's capability for performing work similar to that being sought.
- Cost Fee Estimate provide your firms rate schedule which will apply to this project.
- Supporting Materials Provide material details of banner, signage and 4x4 posts; provide copies of signage proofs to be produced, and other supporting materials which you deem useful in further helping the evaluation team, determine your qualifications. The evaluation factors should guide your supporting materials.

EVALUATION FACTORS

- 1. Firm's ability to provide requested signage proofs and material details requested. (Weighted Factor 45 points)
- Cost fee estimate for work to be performed in accordance with the requirements of the proposed contract. (Weighted Factor 45 points)

3. Minority or Women-Owned Business/Local Small Disadvantaged Business Enterprise. (Weighted 10 points)

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

- (1) DCHE will make an award to the responsible offeror, whose offer conforms to the solicitation and is most advantageous to DCHE (i.e., that which represents the best value to DCHE), cost or price and other factors considered. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost must be considered reasonable and must reflect the proposed technical approach.
- (2) The DCHE may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the DCHE.

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHE, AND THE RESPONDENT RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING SERVICES IN A MANNER THAT IS MOST ADVANTAGEOUS TO DCHE, TECHNICAL AND COST FACTORS CONSIDERED. DCHE MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN DCHE BEST INTEREST. IN ADITION, DCHE RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES THE DCHE'S BEST INTEREST IN DOING SO.

PROTEST PROCEDURES

Any party involved in a dispute with DCHE related to a procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner in accordance with the applicable local or Federal law. The protestor, in all instances, must pursue a remedy through the established administrative procedures of DCHE prior to pursuing a protest with the Federal agency. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

Contracting Officer. The person within DCHE duly authorized by the governing body thereof to administer contracts for, and in the name of, DCHE.

Executive Director. The Executive Director of DCHA.

Federal agency. Unless otherwise defined, the United States Department of Housing and Urban development (HUD).

Protestor. Any respondent to a solicitation made by DCHE who has submitted a bid, quotation or proposal meeting all the material requirements of the solicitation, who has received an unfavorable decision concerning the results thereof, and who feels that said decision was reached in an unfair (biased) manner.

PROCEDURES

Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten Calendar days of contract award by the Contracting Officer of DCHE, or the protest will no be considered, unless a different time period has been established in the contract, if applicable. In such cases the time period set forth in the contract prevails. The complaint must be in writing, and must identify the aggrieved party by name and address, state the nature and scope of the complaint, include costs, if any, being sought by the Protestor, and be specific as to the solicitation, bid, proposal or contract that gave rise to the protest or complaint.

The Contracting Officer, upon receipt of the formal protest or complaint, shall review the merits of the protest and render a decision, in writing, to the Protestor. The response shall state if the protest or complaint is eligible for consideration based on its timely submission, or state a finding of fact based on information provided by the Protestor and DCHE's knowledge of the circumstances, and include instructions for further action the Protestor may take if said decision is not satisfactory. The Contracting Officer must respond to the protest within fifteen (15) days of receipt, except where the response time is otherwise stipulated in a contract with the Protestor directly related to the disputed issues.

If the Contracting Officer does not respond to the formal protest within the allotted time, or the Protestor does not agree with the decision rendered, then the Protestor may submit a formal request to have the dispute resolved by the Executive Director. Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Contracting Officer, or within ten (10) days after the expiration of the response time allotted. The Executive Director shall respond to protests submitted in a timely manner, within ten (10) days of receipt of said protests, except where the response time is otherwise stipulated in a contract with the Protestor directly related to the disputed issues.

If the Executive Director and DCHE Director fail to respond to a timely filed appeal, or if the Protestor disagrees with the decision rendered, then the Protestor may submit an appeal to the District of Columbia Contract Appeals

Board (CAB). Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the Executive Director.

All protests, except those directed to the Federal agency, or local authorities, shall be addressed to the administrative offices of DCHE. The address of the administrative offices of DCHE is as follows:

District of Columbia Housing Enterprises 1133 North Capitol Street, N.E., Room 147 Washington, D.C. 20002

DCHE shall, in all instances, promptly disclose information to the Federal agency related to protests or complaints. However, failure to promptly notify the Federal agency of such matters does <u>not</u> relieve the Protestor of the responsibility of complying with the administrative procedures presented herein.

SUBMISSION DEADLINE:

All responses to this request for proposals may be submitted by U.S.P.S. certified mail, overnight delivery service, hand-delivery or electronic mail and must be <u>RECEIVED</u> no later than **Friday, March 12, 2010 at 12:00 P.M. (ET)** and addressed as follows:

DISTRICT OF COLUMBIA HOUSING AUTHORITY
Contracts and Procurement Administration
1133 North Capitol Street, NE, Room 300
Washington, D.C. 20002-7599
Attn: Jamila Tolbert

DCHE Letter Solicitation Number: DCHE 2010-07
"Professional Services-Stimulus Signage"

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

If you have any questions concerning this matter, contact the issuing office at (202) 535-1445, or by facsimile at (202) 535-2573 or by e-mail jtolbert@dchousing.org

ATTACHMENT A

HOUSING AUTHORITY







Community Park and Garden 13th and C Street

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT



Funded By:

American Recovery and Reinvestment Act

ATTACHMENT B

Stimulus Title	Signage Description
Capper Carrollsburg HOPE VI	Capper Carrollsburg HOPE VI: Townhomes Phase II
Matthews Memorial	Matthews Memorial Terrace Apartments
Sheridan Terrace HOPE VI	Sheridan Station Phase I
Highland Dwellings	Highland Dwellings Greening Initiative
Scattered Sites:	Greening Initiative
1103 Branch Ave, SE	Greening Initiative
204 Varnum St, NW	Greening Initiative
232 V St, NE 1326 F St. NE	Greening Initiative
2012 3rd St. NE	Greening Initiative
325 Channing St, NE	Greening Initiative Greening Initiative
1412 18th Place, SE	Greening Initiative
1613 19th St. SE	Greening Initiative
1223 Savannah St, NE	Greening Initiative
1508 Webster St, NW	Greening Initiative
1810 Irving St, NE	Greening Initiative
2714 Minnesota Ave, SE	Greening Initiative
2722 13th St. NW	Greening Initiative
1312 Girard St, NW	Greening Initiative
1334 Irving St, NW	Greening Initiative
3227 Dubois Place, SE	Greening Initiative
4366 F St, SE	Greening Initiative
507 Hilltop Terrace, SE	Greening Initiative
422 19th St, NE	Greening Initiative
218 17th Place NE	Greening Initiative
2716 Minnesota Ave, SE	Greening Initiative
1029 10th St, NE	Greening Initiative
Kentucky Courts Park and Garden	13th and C Street Community Park and Garden
2905 11th Street	Comprehensive Senior Living

ATTACHMENT C

I. APPLICABILITY OF THE AMERICAN RECOVERY AND REINVESTMENT ACT

This procurement is being funded by the District of Columbia Housing Authority ("DCHA") with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act), and is subject to the reporting and operational requirements of the Recovery Act. All contractors and subcontractors are subject to audit by appropriate federal and DCHA entities. DCHA has the right to cancel, terminate or suspend the contract if the Contractor or any subcontractor fails to comply with the reporting or operational requirements of the Recovery Act, as it may be amended.

II. REPORTING

1. In addition to the other reporting requirements in this contract, the Contractor shall comply with all reporting requirements of the Recovery Act, as follows:

(a) Definitions. As used in this clause—

"Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications.

"<u>First-tier subcontract</u>" means a subcontract awarded directly by a prime contractor whose contract is funded by the Recovery Act.

"Jobs created" means an estimate of those new positions created and filled, or previously existing unfilled positions that are filled, as a result of funding by the Recovery Act. This definition covers only prime contractor positions established in the United States and outlying areas. The number shall be expressed as "full-time equivalent" (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.

"Jobs retained" means an estimate of those previously existing filled positions that are retained as a result of funding by the Recovery Act. This definition covers only prime contractor positions. The number shall be expressed as FTE, calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule.

"<u>Total compensation</u>" means the cash and noncash dollar value earned by the executive during the Contractor's past fiscal year of the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- (3) Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.
- (b) This contract requires the Contractor to provide products and/or services that are funded under the Recovery Act. Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.
- (c) Reports from contractors for all work funded, in whole or in part, by the Recovery Act, and for which an invoice has been submitted are due no later than 5th calendar day after the end of each month.
- (d) Unless otherwise directed by the Contracting Officer, the Contractor shall report the following information:
 - (1) The contract and order number, as applicable.
 - (2) The amount of Recovery Act funds invoiced by the Contractor for the reporting period.
 - (3) A list of all significant services performed or supplies delivered, including construction, for which the Contractor invoiced in the previous month.
 - (4) Program or project title, if any.
 - (5) A description of the overall purpose and expected outcomes or results of the Contract, including significant deliverables and, if appropriate, associated units of measure.
 - (6) An assessment of the Contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.
 - (7) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—
 - (i) In the Contractor's preceding fiscal year, the Contractor received—
 - (A) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (B) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - (ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities

Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

- (8) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the quarter and their aggregate total dollar amount.
- (9) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is over \$25,000 and not subject to reporting under paragraph 8, the Contractor shall require the subcontractor to provide the information described in (i), (ix), (x), and (xi) below to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:
 - (i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.
 - (ii) Name of the subcontractor.
 - (iii) Amount of the subcontract award.
 - (iv) Date of the subcontract award.
 - (v) The applicable North American Industry Classification System (NAICS) code.
 - (vi) Funding agency.
 - (vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
 - (viii) Subcontract number (the contract number assigned by the prime contractor).
 - (ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
 - (x) Subcontract primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.
 - (xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—
 - (A) In the subcontractor's preceding fiscal year, the subcontractor received—
 - (1) 80 percent or more of its annual gross revenues in federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (2) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
 - (10) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative and only address the impact on the Contractor's workforce. At a minimum, the Contractor shall provide—
 - (i) A brief description of the types of jobs created and jobs retained. This description may rely on job titles, broader labor categories, or the Contractor's existing practice for

describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

- (ii) An estimate of the number of jobs created and jobs retained by the prime contractor. A job cannot be reported as both created and retained.
- (11) A unique identifier for each of the Contractor's employees working on a project funded by the Recovery Act. The unique identifier will be the employee's last name combined with the last three numbers of their social security number.
- (12) Total hours worked on work funded by the Recovery Act by each employee utilizing the unique identifier.
- 2. The Contractor shall designate a responsible contact person who will ensure that the data described in Section II.1 is reported by the required time. The Contractor designates the following person as the contact person:

Name:	
Title:	
Address:	
Telephone:	
Email address:	

3. The Contractor shall not use Recovery Act funds to meet the cost of its tracking and reporting requirements under its Recovery Act contracts.

III. POSTING AVAILABLE JOB OPENINGS

The Contractor shall promptly post all new job openings on the District Department of Employment Services' website at www.dcnetworks.org.

IV. ACCESSIBILITY TO RECORDS REQUIREMENTS

- 1. Pursuant to section 1514 of the Recovery Act, the Contractor agrees to allow any appropriate federal entity, including an inspector general:
 - a) access to examine any records of the Contractor and any subcontractor pursuant to this contract that pertain to, and involve transactions relating to, this Contract or any subcontract under this Contract; and
 - b) to interview any officer or employee of the Contractor, or any subcontractor, regarding such transactions.
- 2. Pursuant to section 902 of the Recovery Act, the Contractor agrees to allow the Comptroller General and his representatives:
 - a) access to examine any records of the Contractor or any of its subcontractors that directly pertain to, and involve transactions relating to the Contract or subcontract under this Contract; and

b) to interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.

IV. EQUAL EMPLOYMENT OPPORTUNITIES

In addition to the DCHA's equal opportunity requirements, the Contractor shall comply with, and require its subcontractors to comply with, all of the following federal laws for equal employment opportunities, if applicable:

Titles VI and VII of the Civil Rights Act of 1964
Equal Pay Act of 1962
Age Discrimination in Employment Act of 1967
Title IX of the Educational Amendments of 1972
Section 504 of the Rehabilitation Act of 1973
Age Discrimination Act of 1975
Titles I and V of the Americans with Disabilities Act of 1990
Fair Housing Act
Fair Credit Reporting Act
Equal Educational Opportunities Act
Uniform Relocation Act

V. WHISTLEBLOWER PROTECTIONS

- 1. Pursuant to Section 1553 of the Recovery Act, the Contractor and all subcontractors are prohibited from discharging, demoting or otherwise discriminating against any employee of the Contractor or any subcontractor as a reprisal for disclosing any of the following information that the employee reasonably believes is evidence of:
 - a) gross mismanagement of the Contract related to Recovery Act funds;
 - b) gross waste of Recovery Act funds;
- c) a substantial and specific danger to public health or safety related to the implementation or use of Recovery Act funds;
- d) an abuse of authority related to the Contract, including the competition for or negotiation of the contract, related to Recovery Act funds; or
 - e) a violation of law, rule or regulation related to Recovery Act funds.
- 2. The inspector general shall receive and investigate all complaints alleging a violation of Paragraph 1 of this section.
- 3. All contractors and subcontractors receiving Recovery Act funds shall post a notice of employee rights as described in Paragraph 1 of this section in conspicuous locations with other required employee rights information.

VI. ADDITIONAL PROVISIONS APPLICABLE TO CONSTRUCTION CONTRACTS

1. Department of Labor Wage Determinations

a) The Contractor and its subcontractors shall pay all laborers and mechanics wages at rates

not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). With respect to the labor standards, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code. The Contractor shall be bound by the wage rates for the term of the Contract.

b) All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this Contract.

2. Buy American

- a) Pursuant to Section 1605 of the Recovery Act, the Contractor and all subcontractors must use steel, iron and manufactured goods that have been produced in the United States, unless the Government determines one of the following:
 - (i) The use of those materials would be inconsistent with the public interest;
 - (ii) That there is an insufficient quantity or quality of steel, iron or relevant manufactured goods that were produced in the United States; or
 - (iii) The use of those materials would increase the cost of the project by more than twenty-five percent (25%).
- b) The Contractor may seek a waiver from the Buy American requirements by appealing to the appropriate agency under the rules at 2 CFR Part 176.

VI. PROVISIONS APPLICABLE TO SUBCONTRACTORS

The Contractor shall provide a copy of this Attachment B to all of its subcontractors under this Contract.